

GROHE A/S

General terms and conditions of sale and delivery for products for business customers

- 1. Application**
 - 1.1 Application. The General Terms and Conditions of Sale and Delivery (the "Terms") apply to all agreements for the sale and delivery of products, spare parts and associated services by GROHE A/S, CVR number 52503310 ("GROHE") to business customers.
- 2. Contractual basis**
 - 2.1 Contractual basis. In combination with GROHE's quotations and order confirmations, the Terms and Conditions form the full contractual basis for GROHE's sale and delivery of products, spare parts and associated services to the customer (the "Contractual Basis"). The customer's general terms of purchase printed on orders or otherwise communicated to GROHE do not form part of the Contractual Basis. In the event of inconsistencies between GROHE's order confirmation, the Terms and/or GROHE's quotation, the documents shall take priority in the order mentioned.
 - 2.2 Amendments and supplements. Amendments and supplements to the Contractual Basis shall be effective only if agreed by the parties in writing.
 - 2.3 Legal status. Each party shall immediately notify the other party if the party changes its legal status, enters into bankruptcy or reorganisation proceedings, or voluntary winding-up.
- 3. Products, spare parts and services**
 - 3.1 Products and spare parts. Products and spare parts sold and delivered by GROHE to the customer are new and comply with Danish legislation at the time of delivery. GROHE sells and supplies spare parts for a product for at least 10 years after it is delivered to the customer.
 - 3.2 Services. Associated services sold and provided by GROHE to the customer in connection with the sale and supply of products or spare parts, such as installations, are conducted in a technically correct manner by GROHE Certified Service Partners and comply with Danish legislation upon delivery
 - 3.3 Limitation of Liability. Products, spare parts and associated services sold and supplied by GROHE to the customer are intended for installation and use in Denmark. Notwithstanding any terms to the contrary in the Contractual Basis, GROHE shall not bear liability, under any circumstances, for any loss or damage attributable to use for any other purpose or use outside of Denmark. The customer shall indemnify GROHE to the extent GROHE may be liable for such loss or damage under Danish law.
- 4. Price and payment**
 - 4.1 Price. The price for products, spare parts and associated services shall follow GROHE's updated price list at the time when GROHE confirms the customer's order, unless the parties have agreed

otherwise in writing. All prices are exclusive of VAT.

4.2 Payment. The customer shall pay all invoices for products, spare parts or associated services within 30 days of the invoice date, unless the parties have agreed otherwise in writing.

5. Late payment

5.1 Interest. If the customer fails to pay an invoice for products, spare parts or associated services on time, for reasons for which GROHE is not responsible, then GROHE shall be entitled to interest on the past due amount at 1% per month from the due date and until payment is made.

5.2 Cancellation. If the customer fails to pay a past due invoice for products, spare parts or associated services within 14 days after having received a written demand for payment from GROHE, then GROHE shall be entitled, in addition to interest in accordance with point 5.1, to: (i) cancel the sale of the products, spare parts and/or associated services to which the delay relates, (ii) cancel the sale of products, spare parts and/or associated services which have not yet been delivered to the customer, or demand advance payment for these, and/or (iii) exercise other remedies for breach of contract.

6. Quotations, orders and order confirmations

6.1 Quotations. GROHE quotations are valid for 30 days from the date of the quotation, unless otherwise specified in the quotation. Acceptance of offers received by GROHE after the expiry of the acceptance period shall not be binding to GROHE, unless GROHE informs the customer otherwise.

6.2 Orders. The customer must send orders for products, spare parts or associated services to GROHE in writing. An order must contain the following information for each product, part or service ordered: (i) Order number, (ii) Item number, (iii) Description, (iv) Quantity, (v) Price, (vi) Payment terms, (vii) Delivery date, (viii) Delivery address, and (ix) Delivery terms.

6.3 Order confirmations. GROHE strives to send confirmation or rejection of an order for products, spare parts or associated services to the customer in writing within 3 working days of receiving the order. Confirmations and order rejections must be made in writing to bind GROHE.

6.4 Change of orders. The customer may not change an order placed for products, spare parts or associated services without GROHE's written acceptance.

6.5 Inconsistent terms. If GROHE's confirmation of an order for products, spare parts or associated services does not correspond with the customer's order or the Contractual Basis, and the customer does not wish to accept the inconsistent terms, then the customer must notify GROHE in writing within 5 working days of receiving the order confirmation. Otherwise, the customer shall be bound by the order confirmation.

7. Delivery

7.1 Terms of delivery. GROHE delivers all sold products and spare parts CPT (Carriage Paid To) Incoterms 2020.

7.2 Delivery time. GROHE will deliver all sold products, spare parts and associated services at the time specified on GROHE's

order confirmation. GROHE's indicative delivery times are defined by A, B and C categorisation of the products.

Delivery time for Category A is 14 days.

Delivery time for Category B is 30 days.

Delivery time for Category C products may vary and these products have a standard 12-week delivery time.

GROHE has the right to deliver before the agreed delivery time unless the parties have agreed otherwise.

7.3 Inspection. The customer must inspect all products, spare parts and associated services upon delivery. If the customer discovers a fault or defect which the customer wishes to invoke, then they must immediately notify GROHE in writing. If GROHE is not immediately notified by the customer of a fault or defect which the customer discovers, or should have discovered, then it cannot be invoked later.

7.4 Returns. As a rule, the customer does not have the right to return purchased goods. If the customer wishes to return purchased goods, then this must be approved by the GROHE Country Leader. The terms of the return must be agreed before the return. GROHE will normally condition the return on a 30% return discount. No agreements shall be entered into on the return of goods purchased for less than DKK 1,000, excluding VAT. An agreement on returns requires the return to take place within 10 days of the conclusion of the agreement unless otherwise stated in the agreement.

8. Delayed delivery

8.1 Notification. If GROHE expects a delay in the delivery of products, spare parts or associated services, GROHE shall inform the customer, stating the reason for the delay and the new, expected delivery time.

8.2 Cancellation. If GROHE fails to deliver products, spare parts or associated services within 10 days after the agreed delivery time due to reasons for which the customer is not responsible, and delivery is not made after written demand by the customer within a reasonable period of at least 10 days, then the customer may cancel the order(s) affected by the delay without notice by sending written notification to GROHE. The customer has no other rights in respect of delayed delivery and thus cannot claim compensation from GROHE for any loss suffered by the customer because of the delayed delivery.

9. Warranty

9.1 Warranty. GROHE provides a warranty for products, spare parts and associated services to be free from material defects in design, materials and workmanship for 24 months after delivery. For specific products, GROHE provides warranties of 60 months and 120 months.

See

https://www.grohe.dk/da_dk/tjenester-til-dig/garanti.html for more information.

For parts replaced under warranty, the warranty period is 24 months from the date of replacement.

9.2 Exceptions. GROHE's warranty does not cover wear parts such as filters, CO2 cylinders and batteries, or defects or deficiencies caused by: (i) normal wear and tear, (ii) negligent storage, erroneous installation, use or maintenance contrary to GROHE's instructions or common practice, (iii) or modifications performed by parties other than GROHE, and (iv) other matters for which GROHE is not responsible.

9.3 **Notification.** If the customer discovers a product fault or defect during the warranty period, which the customer wishes to invoke, then they must immediately notify GROHE in writing. If GROHE is not immediately notified by the customer of a fault or defect which the customer discovers, or should have discovered, then it cannot be invoked later. In connection with a complaint, the customer shall provide GROHE with information relating to a reported defect or deficiency that GROHE may request to assess whether the defect is a material or a manufacturing defect covered by the product warranty.

9.4 **Investigation.** Within a reasonable time after GROHE has received notification from the customer of a defect or fault and investigated the claim, GROHE shall notify the customer as to whether the defect or fault is covered by a warranty. The customer must send defective parts to GROHE upon request. The customer bears the transport cost and risk when parts are sent to GROHE. GROHE bears the transport cost and risk for parts during transportation to the customer, if the fault or defect is covered by the warranty. GROHE may also choose to send an Authorised Service Partner to the end user's address to remedy any defect.

9.5 **Remedy.** Within a reasonable time after GROHE has given notice to the customer under clause 9.4 that a fault or defect is covered by warranty, GROHE will remedy the fault or defect by: (i) replacing or repairing defective parts; (ii) sending parts to the customer for the customer's own replacement or repair; or (iii) sending a technician to the customer's address for replacement or repair.

9.6 **Cancellation.** If GROHE fails to remedy a fault or defect covered by warranty within a reasonable time after GROHE has given notice to the customer under clause 9.4, for reasons for which the customer is not responsible, and the fault or defect is not remedied after written demand by the customer within a reasonable period of at least 10 days, the customer may cancel the order or orders affected by the fault or defect without notice by written notification to GROHE. The customer shall have no other rights in respect of faults or defects in the products, spare parts or associated services than those expressly set out in clause 9.

10. Liability

10.1 **Liability.** Each party shall be liable for its own actions and omissions under applicable law, subject to the limitations set forth in the Contractual Basis – including the Terms.

10.2 **Product liability.** GROHE shall be liable for product liability in respect of products and spare parts supplied, to the extent that such liability arises under mandatory law. For damage to property, GROHE's liability is limited to DKK 10 million per claim. The limitation of liability in clause 10.3 shall not apply to product liability. The customer shall indemnify GROHE to the extent that GROHE may incur product liability beyond this, provided that the product liability can be attributed to the customer's circumstances. If GROHE is sued by a third party for product liability, the customer agrees that it may be summoned to attend the proceedings or be sued in the court or arbitral tribunal that is hearing the case.

10.3 Limitation of Liability. Notwithstanding any terms to the contrary in the Contractual Basis, GROHE's liability shall be limited in accordance with the terms of these Sales and Delivery Conditions, including the special provisions relating to delays and defects in clauses 8 and 9. The limitation of liability does not apply if GROHE has acted intentionally or with gross negligence.

10.4 Indirect losses. Notwithstanding any contrary terms in the Contractual Basis – including the Terms – GROHE shall not be liable to the customer for indirect loss, including loss of production, sales, profits, time or goodwill, unless caused intentionally or by gross negligence.

10.5 Force majeure and hardship. Notwithstanding any terms to the contrary in the Contractual Basis – including in the Terms – GROHE shall not be liable to the customer for any failure to perform obligations which can be attributed to force majeure or to hardship. The exemption from liability shall remain in force for as long as the force majeure/hardship continues. Examples of force majeure/hardship include the following circumstances, unless these are due to GROHE's negligence: labour disputes (strikes and lockouts), fires, pollution, war, riots, civil unrest, weather and natural disasters, disruption of normal communications including the supply of power, government intervention/restrictions, significant price and/or tariff increases by subcontractors, cyber-attacks and IT outages, and epidemics/pandemics (including the COVID-19 pandemic).

11. Intellectual property rights

11.1 Property right. GROHE retains full ownership of all intellectual property rights relating to products, parts and associated services, including patents, designs, trademarks and copyrights.

11.2 Infringement. If delivered products or spare parts infringe upon third party intellectual property rights, then GROHE shall, at its own expense: (i) secure the customer's right to continued use of the infringing products or spare parts, (ii) modify the infringing products or spare parts so that they no longer entail an infringement, (iii) replace the infringing products or spare parts with non-infringing ones, or (iv) repurchase the infringing products or spare parts at the original price. The customer shall have no other rights with respect to infringement of third-party intellectual property rights for products, spare parts or associated services.

12. Confidentiality

12.1 Disclosure and use. The Customer shall not divulge, use or enable others to use GROHE's trade secrets or other information, regardless of their nature, which is not publicly available.

12.2 Protection. The customer shall not improperly obtain or attempt to obtain knowledge of, or access to, GROHE's confidential information as described in 12.1. The customer must approach and store the information securely to prevent this information from inadvertently coming to the knowledge of others.

12.3 Duration. The customer's obligations under clauses 12.1-12.2 shall apply during the parties' business relationship and for an

unlimited period after termination of the business relationship, regardless of the reason for the termination.

14.2 Jurisdiction. Any dispute arising out of trade between the parties' shall be settled by the ordinary Danish courts, with Copenhagen City Court as the court of first instance.

13. Processing of personal data

13.1 Processing. GROHE processes personal data with due regard for the General Data Protection Regulation and the Danish Data Protection Act. Information about the customer's name, e-mail address, telephone number, etc. is used exclusively in connection with the customer's order, communication with the customer and in association with any service/complaint cases.

13.2 Rights of the data subject. GROHE respects the rights of data subjects (e.g., the right of access, rectification, erasure, restriction of processing, objection, data portability, complaints, and the right not to be subject to a decision based solely on automated processing, including profiling).

13.3 Storage and disclosure. GROHE stores data for as long as is necessary for the purpose for which the data is processed. GROHE shall not disclose, sell or otherwise transfer information to third parties, unless the customer has consented to this.

13.4 Contact. If the customer would like information about the data that is processed, or to have data deleted or corrected, then the customer may contact GROHE A/S at Ved Stigbordene 32, DK-2450 Copenhagen or via e-mail at: grohe@grohe.dk
Attention: compliance officer.

14. Applicable law and jurisdiction

14.1 Applicable law. The parties' trading relationship shall be governed by Danish law in all respects.